

SECOND AMENDMENT
TO
ANTENNA SITE LICENSE AGREEMENT

This Second Amendment to Antenna Site License Agreement is made as of the ____ day of _____, 2024, between **NexTower Development Group, LLC** a Delaware limited liability company (“Licensor”) and **Levy County**, a political subdivision of the State of Florida (“Licensee”) and

WITNESSETH:

WHEREAS, Licensor and Licensee have entered into that certain Antenna Site License Agreement ([REDACTED]) dated June 4, 2019 (the “License Agreement”), with reference to a certain tower located at [REDACTED], Levy County, State of Florida, as described in the Antenna Site License Agreement and identified therein as the Site.

WHEREAS, Licensor and Licensee have entered into that certain First Amendment to Antenna Site License Agreement dated August 18, 2020, with reference to a certain tower located at [REDACTED] Levy County, State of Florida, as described in the Antenna Site License Agreement and identified therein as the Site.

WHEREAS, Licensor and Licensee desire to further amend and modify certain terms and conditions of the Antenna Site License Agreement and First Amendment to the Antenna Site License Agreement.

NOW, THEREFORE, for and in consideration of ten and 00/100 (\$10.00) which is hereby acknowledged, Licensor and Licensee, intending to be legally bound, do hereby covenant and agree as follows:

1. Licensor and Licensee agree to amend Exhibit “B” Tower and Building Layout, Exhibit “B-1” Equipment Description and Frequency List, and Exhibit “C” License Fee Schedule.
2. The attached Exhibit “B”, “B-1” and “C” exhibit revisions shall revise the previous specifications and terms of the original Antenna Site License Agreement and the First Amendment to Antenna Site License Agreement.
3. Capitalized Terms. All capitalized words and phrases used herein shall have the same meanings ascribed to them in the Lease.
4. Limitation. Except as amended herein, the Lease has not been otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Lessee and Lessor have caused this instrument to be duly executed as of the date set forth above by their duly authorized officers or representatives.

LESSOR

NexTower Development Group, LLC
a Delaware limited liability company

By: _____

Print Name: David H. Boeff

Title: Vice President

Witness:

Print Name: _____

Print Name: _____

LESSEE

Levy County
a political subdivision of the State of Florida

By: _____

Print Name: _____

Witness:

Print Name: _____

Print Name: _____

EXHIBIT REVISIONS

(See following pages)

EXHIBIT "B"

Tower and Building Layout

EXHIBIT “B-1”

Equipment Description & Frequency List

EXHIBIT "C"

License Fee Schedule

Initial Capital Contribution: - 0 -

Initial License Fee: \$2,400.00 per month for equipment described on Exhibit "B-1"

Current License Fee: \$2,546.90 per month for equipment described on Exhibit "B-1"

Amended License Fee Rent: \$3,496.90 per month for equipment described on Exhibit "B-1"

Rent Reduction: \$200.00 per month per lease if SLERS or Central FL Electric collocate on the tower

License Fee Escalation: 2% annually on the anniversary of the Commencement Date.

Note: A reduction in number of antennas and coax does not constitute a reduction in rent, unless agreed to by both parties in writing.